

**2013 CITY OF SAN JOSE – CEO NEGOTIATIONS
TENTATIVE AGREEMENT**

UNION PROPOSAL #4 – GRIEVANCE PROCEDURE


City Counterproposal:

12.1 Any dispute between the City and an employee, or, where provided, the ~~appropriate representative of the Employee Organization~~ Union, regarding the interpretation or application of the written Memorandum of Agreement, or the interpretation or application of the Employer-Employee Resolution No. 39367, as amended, shall be considered a grievance. A grievance may be initiated only by the employee directly affected except as otherwise provided herein. Where the dispute directly affects a significantly large group of employees in the representation unit, the ~~appropriate Employee Organization~~ Union may file a grievance on behalf of such employee(s).

12.6.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. Any costs associated with the mutually agreed upon joint request for a list of persons qualified to act as arbitrators from the State of California Mediation and Conciliation Service shall be divided equally between the parties. The City will process the joint request after receiving the Union's share of the cost for obtaining the list.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

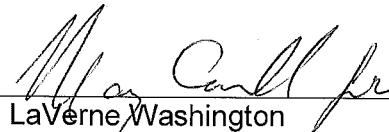


Alex Gurza
Deputy City Manager

5-15-13

Date

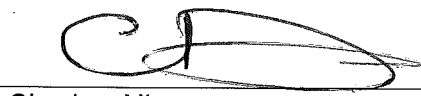
FOR THE UNIONS:



LaVerne Washington
President
CEO, AFSCME Local 101

5/15/13

Date



Charles Allen
Business Agent
AFSCME, Local 101

5/15/13

Date